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10 *Attorneys for Plaintiff Keto5 Inc.*

11  
12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14  
15  
16 KETO5 INC.,

17 Plaintiff,

18 v.

19 BARIATRIX NUTRITION  
20 CORPORATION,

21 Defendant.  
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Case No. 2:23-CV-07936-JLS-E

**STIPULATED PROTECTIVE  
ORDER**

1     **I.     PURPOSES AND LIMITATIONS**

2           Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation may be  
5     warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
6     the following Stipulated Protective Order. The parties acknowledge that this Order  
7     does not confer blanket protections on all disclosures or responses to discovery and  
8     that the protection it affords from public disclosure and use extends only to the  
9     limited information or items that are entitled to confidential treatment under the  
10    applicable legal principles. The parties further acknowledge, as set forth in Section  
11    XIII(C), below, that this Stipulated Protective Order does not entitle them to file  
12    confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
13    that must be followed and the standards that will be applied when a party seeks  
14    permission from the Court to file material under seal.

15    **II.    GOOD CAUSE STATEMENT**

16           This action is likely to involve trade secrets, customer and pricing lists and  
17    other valuable research, development, commercial, financial, technical and/or  
18    proprietary information for which special protection from public disclosure and from  
19    use for any purpose other than prosecution of this action is warranted. Such  
20    confidential and proprietary materials and information consist of, among other  
21    things, confidential business or financial information, information regarding  
22    confidential business practices, or other confidential research, development, or  
23    commercial information (including information implicating privacy rights of third  
24    parties), information otherwise generally unavailable to the public, or which may be  
25    privileged or otherwise protected from disclosure under state or federal statutes, court  
26    rules, case decisions, or common law.

27           Accordingly, to expedite the flow of information, to facilitate the prompt  
28    resolution of disputes over confidentiality of discovery materials, to adequately

1 protect information the parties are entitled to keep confidential, to ensure that the  
2 parties are permitted reasonable necessary uses of such material in preparation for  
3 and in the conduct of trial, to address their handling at the end of the litigation, and  
4 serve the ends of justice, a protective order for such information is justified in this  
5 matter. It is the intent of the parties that information will not be designated as  
6 confidential for tactical reasons and that nothing be so designated without a good  
7 faith belief that it has been maintained in a confidential, non-public manner, and there  
8 is good cause why it should not be part of the public record of this case.

### 9 **III. DEFINITIONS**

10 A. Action: This pending federal lawsuit, *Keto5 Inc. v. Bariatrix Nutrition*  
11 *Corporation*, Case No. 2:23-cv-07936-JLS-E, filed September 22, 2023.

12 B. Challenging Party: A Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 C. “CONFIDENTIAL” Information or Items: Information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for protection  
16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
17 Cause Statement.

18 D. Counsel: Outside Counsel of Record and House Counsel (as well as  
19 their support staff), and third-party litigation support specialists and experts hired by  
20 the parties or their counsel of record to assist in the Action.

21 E. Designating Party: A Party or Non-Party that designates information or  
22 items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”

24 F. Disclosure or Discovery Material: All items or information, regardless  
25 of the medium or manner in which it is generated, stored, or maintained (including,  
26 among other things, testimony, transcripts, and tangible things), that are produced or  
27 generated in disclosures or responses to discovery in this matter.

28 G. Expert: A person with specialized knowledge or experience in a matter

1 pertinent to the Action who has been retained by a Party or its Counsel to serve as an  
2 expert witness or as a consultant in this Action.

3 H. House Counsel: Attorneys who are employees of a party to this Action  
4 in their role as attorneys. House Counsel does not include Outside Counsel of Record  
5 or any other outside counsel. For clarity, Steve Drimmer is not “House Counsel” for  
6 Keto5.

7 I. Non-Party: Any natural person, partnership, corporation, association, or  
8 other legal entity not named as a Party to this action.

9 J. Outside Counsel of Record: Attorneys who are not employees of a party  
10 to this Action but are retained to represent or advise a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm which  
12 has appeared on behalf of that party, and includes support staff.

13 K. Party: Any party to this Action, including all of its officers, directors,  
14 employees and consultants.

15 L. Producing Party: A Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17 M. Professional Vendors: Persons or entities that provide litigation support  
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors.

21 N. Protected Material: Any Disclosure or Discovery Material that is  
22 designated as “CONFIDENTIAL.”

23 O. Receiving Party: A Party that receives Disclosure or Discovery Material  
24 from a Producing Party.

#### 25 **IV. SCOPE**

26 A. The protections conferred by this Stipulation and Order cover not only  
27 Protected Material (as defined above), but also (1) any information copied or  
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 B. Any use of Protected Material at trial shall be governed by the orders of  
4 the trial judge. This Order does not govern the use of Protected Material at trial.

## 5 **V. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order shall remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs. Final disposition shall be  
9 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
10 or without prejudice; and (2) final judgment herein after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
12 including the time limits for filing any motions or applications for extension of time  
13 pursuant to applicable law.

## 14 **VI. DESIGNATING PROTECTED MATERIAL**

### 15 A. Exercise of Restraint and Care in Designating Material for Protection

16 1. Each Party or Non-Party that designates information or items for  
17 protection under this Order must take care to limit any such designation  
18 to specific material that qualifies under the appropriate standards. The  
19 Designating Party must designate for protection only those parts of  
20 material, documents, items, or oral or written communications that  
21 qualify so that other portions of the material, documents, items, or  
22 communications for which protection is not warranted are not swept  
23 unjustifiably within the ambit of this Order.

24 2. Mass, indiscriminate, or routinized designations are prohibited.  
25 Designations that are shown to be clearly unjustified or that have been  
26 made for an improper purpose (e.g., to unnecessarily encumber the case  
27 development process or to impose unnecessary expenses and burdens  
28 on other parties) may expose the Designating Party to sanctions.

1           3. If it comes to a Designating Party's attention that information or  
2 items that it designated for protection do not qualify for protection, that  
3 Designating Party must promptly notify all other Parties that it is  
4 withdrawing the inapplicable designation.

5       B. Manner and Timing of Designations

6           1. Except as otherwise provided in this Order (*see, e.g.*, Section  
7 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
8 Discovery Material that qualifies for protection under this Order must  
9 be clearly so designated before the material is disclosed or produced.

10          2. Designation in conformity with this Order requires the following:

11           a. For information in documentary form (e.g., paper or  
12 electronic documents, but excluding transcripts of depositions or  
13 other pretrial or trial proceedings), that the Producing Party affix  
14 at a minimum, the legend "CONFIDENTIAL" (hereinafter  
15 "CONFIDENTIAL legend"), to each page that contains protected  
16 material. If only a portion or portions of the material on a page  
17 qualifies for protection, the Producing Party also must clearly  
18 identify the protected portion(s) (e.g., by making appropriate  
19 markings in the margins).

20           b. A Party or Non-Party that makes original documents  
21 available for inspection need not designate them for protection  
22 until after the inspecting Party has indicated which documents it  
23 would like copied and produced. During the inspection and before  
24 the designation, all of the material made available for inspection  
25 shall be deemed "CONFIDENTIAL." After the inspecting Party  
26 has identified the documents it wants copied and produced, the  
27 Producing Party must determine which documents, or portions  
28 thereof, qualify for protection under this Order. Then, before

1 producing the specified documents, the Producing Party must  
 2 affix the “CONFIDENTIAL legend” to each page that contains  
 3 Protected Material. If only a portion or portions of the material on  
 4 a page qualifies for protection, the Producing Party also must  
 5 clearly identify the protected portion(s) (e.g., by making  
 6 appropriate markings in the margins).

7 c. For testimony given in depositions, that the Designating  
 8 Party identify the Disclosure or Discovery Material on the record,  
 9 before the close of the deposition all protected testimony.

10 d. For information produced in form other than document and  
 11 for any other tangible items, that the Producing Party affix in a  
 12 prominent place on the exterior of the container or containers in  
 13 which the information is stored the legend “CONFIDENTIAL.”  
 14 If only a portion or portions of the information warrants  
 15 protection, the Producing Party, to the extent practicable, shall  
 16 identify the protected portion(s).

#### 17 C. Inadvertent Failure to Designate

18 If timely corrected, an inadvertent failure to designate qualified information or  
 19 items does not, standing alone, waive the Designating Party’s right to secure  
 20 protection under this Order for such material. Upon timely correction of a  
 21 designation, the Receiving Party must make reasonable efforts to assure that the  
 22 material is treated in accordance with the provisions of this Order.

### 23 VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

#### 24 A. Timing of Challenges

25 Any party or Non-Party may challenge a designation of confidentiality at any  
 26 time that is consistent with the Court’s Scheduling Order. Unless a prompt challenge  
 27 to a Designating Party’s confidentiality designation is necessary to avoid foreseeable,  
 28 substantial unfairness, unnecessary economic burdens, or a significant disruption or

1 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
2 designation by electing not to mount a challenge promptly after the original  
3 designation is disclosed.

4 B. Meet and Confer

5 The Challenging Party shall initiate the dispute resolution process under Local  
6 Rule 37.1 et seq.

7 C. The burden of persuasion in any such challenge proceeding shall be on  
8 the Designating Party. Frivolous challenges, and those made for an improper purpose  
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
11 or withdrawn the confidentiality designation, all parties shall continue to afford the  
12 material in question the level of protection to which it is entitled under the Producing  
13 Party's designation until the Court rules on the challenge.

14 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 A. Basic Principles

16 1. A Receiving Party may use Protected Material that is disclosed or  
17 produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this  
19 Action. Such Protected Material may be disclosed only to the categories  
20 of persons and under the conditions described in this Order. When the  
21 Action has been terminated, a Receiving Party must comply with the  
22 provisions of Section XIV below.

23 2. Protected Material must be stored and maintained by a Receiving  
24 Party at a location and in a secure manner that ensures that access is  
25 limited to the persons authorized under this Order.

26 B. Disclosure of "CONFIDENTIAL" Information or Items

27 1. Unless otherwise ordered by the Court or permitted in writing by  
28 the Designating Party, a Receiving Party may disclose any information



1 or item designated “CONFIDENTIAL” only to:

- 2 a. The Receiving Party’s Outside Counsel of Record in this  
3 Action, as well as employees of said Outside Counsel of Record  
4 to whom it is reasonably necessary to disclose the information for  
5 this Action;
- 6 b. The officers, directors, and employees (including House  
7 Counsel) of the Receiving Party to whom disclosure is reasonably  
8 necessary for this Action;
- 9 c. Experts (as defined in this Order) of the Receiving Party to  
10 whom disclosure is reasonably necessary for this Action and who  
11 have signed the “Acknowledgment and Agreement to Be Bound”  
12 (Exhibit A);
- 13 d. The Court and its personnel;
- 14 e. Court reporters and their staff;
- 15 f. Professional jury or trial consultants, mock jurors, and  
16 Professional Vendors to whom disclosure is reasonably necessary  
17 for this Action and who have signed the “Acknowledgment and  
18 Agreement to be Bound” attached as Exhibit A hereto;
- 19 g. The author or recipient of a document containing the  
20 information or a custodian or other person who otherwise  
21 possessed or knew the information;
- 22 h. During their depositions, witnesses, and attorneys for  
23 witnesses, in the Action to whom disclosure is reasonably  
24 necessary provided: (i) the deposing party requests that the  
25 witness sign the “Acknowledgment and Agreement to Be  
26 Bound;” and (ii) they will not be permitted to keep any  
27 confidential information unless they sign the “Acknowledgment  
28 and Agreement to Be Bound,” unless otherwise agreed by the

Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

## **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden

1 and expense of seeking protection in that court of its confidential material and  
2 nothing in these provisions should be construed as authorizing or encouraging  
3 a Receiving Party in this Action to disobey a lawful directive from another  
4 court.

5 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
6 **PRODUCED IN THIS LITIGATION**

7 A. The terms of this Order are applicable to information produced by a  
8 Non-Party in this Action and designated as "CONFIDENTIAL." Such  
9 information produced by Non-Parties in connection with this litigation is  
10 protected by the remedies and relief provided by this Order. Nothing in these  
11 provisions should be construed as prohibiting a Non-Party from seeking  
12 additional protections.

13 B. In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party's confidential information in its possession, and the Party  
15 is subject to an agreement with the Non-Party not to produce the Non-Party's  
16 confidential information, then the Party shall:

- 17 1. Promptly notify in writing the Requesting Party and the Non-  
18 Party that some or all of the information requested is subject to a  
19 confidentiality agreement with a Non-Party;
- 20 2. Promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this Action, the relevant discovery request(s), and a  
22 reasonably specific description of the information requested; and
- 23 3. Make the information requested available for inspection by the  
24 Non-Party, if requested.

25 C. If the Non-Party fails to seek a protective order from this court within  
26 14 days of receiving the notice and accompanying information, the Receiving  
27 Party may produce the Non-Party's confidential information responsive to the  
28 discovery request. If the Non-Party timely seeks a protective order, the

1 Receiving Party shall not produce any information in its possession or control  
2 that is subject to the confidentiality agreement with the Non-Party before a  
3 determination by the court. Absent a court order to the contrary, the Non-Party  
4 shall bear the burden and expense of seeking protection in this court of its  
5 Protected Material.

#### 6 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstance not authorized under this  
9 Stipulated Protective Order, the Receiving Party must immediately (1) notify in  
10 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts  
11 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or  
12 persons to whom unauthorized disclosures were made of all the terms of this Order,  
13 and (4) request such person or persons to execute the “Acknowledgment and  
14 Agreement to be Bound” that is attached hereto as Exhibit A.

#### 15 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 16 **PROTECTED MATERIAL**

17 Inadvertent production of any document or information subject to a  
18 confidentiality designation shall be governed by Fed. R. Evid. 502. Pursuant to  
19 subsections (d) and (e) of that Rule, the parties agree to, and the Court orders,  
20 protection of Protected Information against claims of waiver (including as against  
21 third parties and in other Federal and State proceedings) in the event such information  
22 is produced during the course of the Action, whether pursuant to a Court order, a  
23 party’s discovery request, or informal production, as follows:

24 A. the production of documents or electronically stored information  
25 (“ESI”) (including, without limitation, metadata) subject to a legally  
26 recognized claim of privilege or other protection from production or other  
27 disclosure (collectively, “Protected Information”), including without  
28 limitation the attorney-client privilege and work-product doctrine, shall in no

1 way constitute the voluntary disclosure of such Protected Information.

2 B. the production of Protected Information shall not result in the waiver of  
3 any privilege or protection associated with such Protected Information as to  
4 the receiving party, or any third parties, and shall not result in any waiver of  
5 protection, including subject matter waiver, of any kind if the producing party  
6 has taken reasonable steps such as a key word search;

7 C. if any document or ESI (including, without limitation, metadata)  
8 received by a party is on its face clearly subject to a legally recognizable  
9 privilege, immunity, or other right not to produce such information, the  
10 Receiving Party will promptly notify the Producing Entity in writing that it has  
11 discovered Protected Information, identify the Protected Information by Bates  
12 Number range, and return or sequester such Protected Information until the  
13 Producing Entity confirms whether it does indeed assert any privilege  
14 protecting this information. Once the Producing Entity asserts privilege over  
15 such Protected Information (as described in Subparagraph (e) below), the  
16 Receiving Party will return, sequester, or destroy all copies of such Protected  
17 Information, along with any notes, abstracts or compilations of the content  
18 thereof, within ten (10) business days of notice from the Producing Entity;

19 D. if the Producing Entity intends to assert a claim of privilege or other  
20 protection over Protected Information identified by the Receiving Party, the  
21 Producing Entity will, within ten (10) business days of receiving the Receiving  
22 Party's written notification, inform the Receiving Party of such intention in  
23 writing and shall provide the Receiving Party with a log for such Protected  
24 Information that is consistent with the requirements of the Federal Rules of  
25 Civil Procedure, setting forth the basis for the claim of privilege, immunity or  
26 basis for non-disclosure, and in the event, if any portion of the Protected  
27 Information does not contain privileged or protected information, the  
28 Producing Entity shall also provide to the Receiving Party a redacted copy of

1 the Protected Information that omits the information that the Producing Entity  
2 believes is subject to a claim of privilege, immunity or other protection;

3 E. if, during the course of the litigation, a party determines it has produced  
4 Protected Information, the Producing Entity may notify the Receiving Party of  
5 such production in writing. The Producing Entity's written notice must  
6 identify the Protected Information by Bates Number range, the privilege or  
7 protection claimed, and the basis for the assertion of the privilege. The  
8 Producing Entity shall provide the Receiving Party with a log for such  
9 Protected Information that is consistent with the requirements of the Federal  
10 Rules of Civil Procedure, setting forth the basis for the claim of privilege,  
11 immunity or basis for non-disclosure, and in the event any portion of the  
12 Protected Information does not contain privileged or protected information,  
13 the Producing Entity shall also provide to the Receiving Party a redacted copy  
14 of the Protected Information that omits the information that the Producing  
15 Entity believes is subject to a claim of privilege, immunity or other protection.  
16 The Parties agree that privilege log will be presented in table format to include  
17 the following to the extent practicable: Document Type, Author, Date, To  
18 Recipients, cc Recipients, bcc Recipients, Privilege type, and Description  
19 sufficient to explain basis of privilege. The Producing Entity must also demand  
20 the return of the Protected Information. After receiving such written  
21 notification, the Receiving Party must, within ten (10) business days of  
22 receiving the written notification, return, sequester, or destroy the specified  
23 Protected Information and any copies, along with any notes, abstracts or  
24 compilations of the content thereof;

25 F. a Receiving Party's return, sequestration, or destruction of such  
26 Protected Information as provided in the Subparagraphs above will not act as  
27 a waiver of the Receiving Party's right to move for the production of the  
28 returned, sequestered, or destroyed Protected Information on grounds that the

1 Protected Information is not in fact subject to a viable claim of privilege or  
2 other protection. However, the Receiving Party is prohibited and estopped  
3 from arguing that the Producing Entity's production of the Protected  
4 Information in this matter acts as a waiver of applicable privileges or  
5 protections, that the disclosure of the Protected Information by the Producing  
6 Entity was not inadvertent, that the Producing Entity did not take reasonable  
7 steps to prevent the disclosure of the Protected Information, or that the  
8 Producing Entity did not take reasonable steps to rectify such disclosure; and  
9 G. nothing contained herein is intended to or shall limit a Producing  
10 Entity's right to conduct a review of documents or ESI (including, without  
11 limitation, metadata), for relevance, responsiveness, and/or the segregation of  
12 privileged and/or protected information before such information is produced  
13 to the Receiving Party.

### 14 **XIII. MISCELLANEOUS**

#### 15 **A. Right to Further Relief**

16 Nothing in this Order abridges the right of any person to seek its modification  
17 by the Court in the future.

#### 18 **B. Right to Assert Other Objections**

19 By stipulating to the entry of this Protective Order, no Party waives any right  
20 it otherwise would have to object to disclosing or producing any information or item  
21 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party  
22 waives any right to object on any ground to use in evidence of any of the material  
23 covered by this Protective Order.

#### 24 **C. Filing Protected Material**

25 A Party that seeks to file under seal any Protected Material must comply with  
26 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a  
27 court order authorizing the sealing of the specific Protected Material at issue. If a  
28 Party's request to file Protected Material under seal is denied by the Court, then the

1 Receiving Party may file the information in the public record unless otherwise  
2 instructed by the Court.

3 **XIV. FINAL DISPOSITION**

4 A. After the final disposition of this Action, as defined in Section V, within  
5 sixty (60) days of a written request by the Designating Party, each Receiving  
6 Party must return all Protected Material to the Producing Party or destroy such  
7 material. As used in this subdivision, “all Protected Material” includes all  
8 copies, abstracts, compilations, summaries, and any other format reproducing  
9 or capturing any of the Protected Material. Whether the Protected Material is  
10 returned or destroyed, the Receiving Party must submit a written certification  
11 to the Producing Party (and, if not the same person or entity, to the Designating  
12 Party) by the 60 day deadline that (1) identifies (by category, where  
13 appropriate) all the Protected Material that was returned or destroyed and (2)  
14 affirms that the Receiving Party has not retained any copies, abstracts,  
15 compilations, summaries or any other format reproducing or capturing any of  
16 the Protected Material. Notwithstanding this provision, Counsel are entitled to  
17 retain an archival copy of all pleadings, motion papers, trial, deposition, and  
18 hearing transcripts, legal memoranda, correspondence, deposition and trial  
19 exhibits, expert reports, attorney work product, and consultant and expert work  
20 product, even if such materials contain Protected Material. Any such archival  
21 copies that contain or constitute Protected Material remain subject to this  
22 Protective Order as set forth in Section V.

23 B. Any violation of this Order may be punished by any and all appropriate  
24 measures including, without limitation, contempt proceedings and/or  
25 monetary sanctions.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Dated: April 25, 2024

/s/ Marc M. Seltzer  
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12 *Attorneys for Plaintiff Keto5 Inc.*

13 Dated: April 25, 2024

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22 *Attorneys for Defendant and*  
23 *Counterclaimant Bariatrix Nutrition*  
*Corporation*

24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25  
26 Dated: 4/29/2024

/s/ Charles F. Eick  
HON. CHARLES F. EICK  
United States District Judge

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have  
read in its entirety and understand the Stipulated Protective Order that was issue by  
the United States District Court for the Central District of California on [DATE] in  
the case of *Keto5 Inc. v. Bariatrix Nutrition Corporation*, Case No. 2:23-cv-07936-  
JLS-E. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
that I will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with  
the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**ATTESTATION**

I, Marc M. Seltzer, hereby certify that the other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: April 29, 2024

/s/ Marc M. Seltzer

*Attorneys for Plaintiff  
Keto5 Inc.*